

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: Raymond C. Staley	20-13812 AMC
Debtor(s)	Chapter 13 Proceeding
PENNYMAC LOAN SERVICES, LLC	
Movant	
v. Raymond C. Staley and Scott Waterman, Esquire	
Respondents	

**MOTION OF PENNYMAC LOAN SERVICES, LLC
FOR RELIEF FROM THE AUTOMATIC STAY**

AND NOW, comes secured Creditor, PENNYMAC LOAN SERVICES, LLC (“Movant”) by and through its counsel, POWERS KIRN, LLC, (Sarah K. McCaffery on behalf of the firm), hereby requests that the Court grant it relief pursuant to 11 U.S.C. §362(d) from the automatic stay of 11 U.S.C. §362(a) due to the debtor’s failure to provide Movant with adequate protection of its interest in the property which is the basis of the creditor’s security.

1. On or about September 23, 2020, Debtor(s) filed a Chapter 13 Bankruptcy Petition.
2. The Debtor(s) has/have executed and delivered or is/are otherwise obligated with respect to that certain promissory note in the original principal amount of \$206,196.00 (the “Note”). A copy of the Note is attached hereto as **EXHIBIT A**. Movant is an entity entitled to enforce the Note.
3. On 06/09/2015, the debtor(s) executed a Mortgage to Movant and/or Movant’s assignor (recorded 08/04/2015 at Book 13990 Page 00082) and secured by the property located at 405 Cricket Avenue, Glenside, PA 19038, referred to as the “Property”. (**EXHIBIT B**). All rights and remedies under the Mortgage have been assigned to the Movant pursuant to an assignment of mortgage (**EXHIBIT C**).
4. Debtors have entered into two pre-petition loan modification agreements which are attached hereto as **EXHIBIT D**.
5. As of 09/01/2021, the total owing to Movant is \$187,209.99.
6. As of 09/01/2021, the debtor(s) is/are in arrears post petition for 3 monthly payments, from 07/01/2021 through 09/01/2021 at \$1,538.75 per month, less Debtor’s suspense of \$21.82. The total post-petition arrearage is **\$4,594.43**.
7. Debtor requested a forbearance for the months of June 1, 2020 through November 1, 2020. See Docket No. 14, a copy of which is attached hereto as **EXHIBIT E**. The June 2020 through September 2020 payments were pre-petition and is part of the arrears in the proof of claim. The forbearance has expired and Debtor has not filed any motion to amend his plan to provide for the two additional post petition payments.
8. Pursuant to 11 U.S.C.A. section 362(d)(1) and (2), PENNYMAC LOAN SERVICES, LLC is not

adequately protected and will suffer irreparable injury, harm and damage if relief from the stay is not granted.

WHEREFORE, Movant respectfully request the Honorable Court ORDER:

That Relief from the Automatic Stay be granted to PENNYMAC LOAN SERVICES, LLC to proceed with foreclosure action to obtain all other Relief available under Non-Bankruptcy law. And that Bankruptcy Rule 4001(a)(3) is not applicable and Movant is allowed to immediately proceed with foreclosure and all other relief available under the Non-Bankruptcy law. Furthermore, Movant respectfully requests that reasonable attorneys fees and costs associated with this Motion be awarded to Movant.

RESPECTFULLY SUBMITTED,
POWERS KIRN, LLC

/s/ Sarah K. McCaffery

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Dated: September 09, 2021